

D E E D

BOSTON REDEVELOPMENT AUTHORITY, a public body, politic and corporate, created pursuant to Chapter 121 of the General Laws of the Commonwealth of Massachusetts and having its usual and principal place of business in Boston, Suffolk County, Massachusetts, in consideration of the payment of Dollars grants to Charles River Park Inc., a Massachusetts Corporation having a usual place of business in Boston, Suffolk County, Commonwealth of Massachusetts with Quitclaim Covenants, a certain parcel of land located in said City of Boston, bounded and described as follows:

(SEE RIDER A) °

The granted premises are conveyed subject to the following covenants"

(a) The Grantee covenants that it and its successors and assigns shall:

1. Devote the granted premises to and only to and in accordance with the uses specified in the West End Land Assembly and Redevelopment Plan recorded in Suffolk County Registry of Deeds in Book 7464, Page 321 as now or hereafter amended from time to time;

2. Refrain from effecting or executing any covenant, agreement, lease, conveyance or other instrument whereby the Leased Property or any part thereof is restricted upon the basis of race, creed, color, or national origin in the sale, lease or occupancy thereof.

In recognition of Section 27 of Chapter 124 of the General Laws of the Commonwealth of Massachusetts, the parties hereto agree that this covenant shall run binding (90) years from the date of execution of this instrument.

(b) The covenants contained herein shall be covenants running with the land and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the grantor, its successors and assigns, any successor in interest to the grantee of the granted premises or any part thereof and the owner of any other land or

or of any interest in such land in the West End Assembly and Redevelopment Plan which is subject to the land use restrictions of the Plan, against the grantee, its successor and assigns to or of the granted premises or any part thereof. The covenant provided in clause (a) 1. shall remain in effect until July 22, 2007 at which time such covenant shall terminate and the covenants provided in clause (a)2. shall remain in effect until July 22, 2047 at which time such covenants shall terminate; provided, that such covenants shall be binding upon the grantee itself, each success in interest or assign, and each party in possession or occupancy, respectively, only for such period as it shall have title to or an interest in or possession or occupancy of the granted premises thereof or part thereof.

(c) The covenants contained herein shall run in favor of the grantor for the entire period during which such covenants shall be in force and effect without regard to whether the grantor has at any time been, remains or is an owner of any land or interest therein to, or in favor of, which such covenants relate. The grantor shall have the right, in the event of any breach of any such covenant, to exercise all the rights and remedies, and to maintain any action at law or suits in equity or other proper proceedings to enforce the curing of such breach of covenant, to which the grantor or any other beneficiary of such covenant may be entitled.

(d) Whenever any improvement, or any part thereof, constructed on the granted property, or any portion thereof, shall have been damaged or destroyed, the grantee, its successors and assigns shall proceed promptly to establish and collect all valid claims which may have arisen against insurers or others based upon any such damage or destruction. All proceeds of any such claims and any other monies provided for the reconstruction, restoration, or repair of any such improvement, shall be deposited in a separate account.

(e) Any and all sums of money received by the grantee, its successor or assigns for any loss or losses under said insurance policies shall, if the grantor so demands, be first applied to the payment of any unpaid public charges. The balance of the insurance money shall be used and expended for the purpose of fully repairing or reconstructing the improvements which have been destroyed or damaged to a condition at least comparable to that existing

at the time of such damage or destruction to the extent that the insurance money may permit. If there be any excess of insurance proceeds after such repair or reconstruction has been fully completed, such excess shall be retained by the grantee.

(f) The grantee with the approval of the grantor may determine that all or any part of any such damage to or destruction of such improvements shall not be reconstructed, restored or repaired and in such event, the proceeds of any claim against insurers or other arising out of such damage or destruction, to the extent not used for such reconstruction, restoration, or repair shall be retained by the grantee.

(g) The grantee, its successor or assigns shall commence to reconstruct or repair any improvements and equipment on the granted property or any portion thereof which have been destroyed or damaged within a period of not to exceed six (6) months after the insurance proceeds in respect of such destroyed or damaged property have been received by the grantee, its successor or assigns (or, if the conditions then prevailing requires a longer period, such longer period as the grantee, its successor or assigns shall specify in writing), and shall well and diligently and with prompt dispatch prosecute the same as may be necessary to fully complete such reconstruction or repair within twenty-four months (24) from the start thereof, provided, however, that in the event there is a mortgage on the granted property insured by F H A, the proceeds of payments for losses covered by insurance policies held by the mortgagees shall be collected and applied in accordance with the applicable regulations of the F H A and the mortgage contract. This provision shall also apply to paragraphs(d) and (e) preceding. If F H A mortgage insurance is in force on the granted property, the provisions of the mortgage contract relating to the commencement and completion of reconstruction shall govern.

(h) The provisions of paragraphs (d), (e), and (f), and (g) above shall apply only in the event the damage or destruction to improvements on the granted property occurs prior to July 30, 2007.



Insert X

BOSTON REDEVELOPMENT AUTHORITY

BY _____

TITLE _____

CHARLES RIVER PARK INC.

BY _____

TITLE _____